

BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED



BID ENQUIRY NO:

BESCOM/2024-25/IND0077

Instruction To Bidders (ITB)

FOR

Procurement of 3x400 Sqmm XLPE HTUG Cable.



BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

VOLUME-I

SECTION - ITB

INSTRUCTION TO BIDDERS

A. INTRODUCTION

The General Manager (Ele.), Procurement, Corporate Office, IV Floor, K.R. Circle, Bengaluru-560001 on behalf of Bangalore Electricity Supply Company Limited, invites tender for **Design, Manufacturing, Testing and Supply of 11kV, 3 Core, 400 sqmm XLPE HTUG cable with pressure extruded inner sheeth, ROUND WIRE ARMOURED as per IS-7098 (PART-2) armouring wires dia and resistivity as per IS-3975, through Karnataka Public Procurement Portal (<https://kppp.karnataka.gov.in/>)**

1. Enquiry No.	BESCOM/2024-25/IND0077
2. Tender processing fee	Refer KPP Portal https://kppp.karnataka.gov.in
3. Earnest Money Deposit	Refer EMD Clause in the tender Documents
4. Date of availability of Bids	22.07.2024 onwards
5. Due date for submission of Bids & samples	21.08.2024, 15:00 Hours
6. Tender System	Two Tender Document System
7. a) Date of opening of Techno-commercial bid b) Date of opening of Price Bid	a) 22.08.2024 15:15 Hrs b) Will be opened in Karnataka Public Procurement Portal after completion of techno commercial evaluation.
8. Material	11kV, 3 Core, 400 sqmm XLPE HTUG cable with pressure extruded inner sheeth, ROUND WIRE ARMOURED as per IS-7098 (PART-2) armouring wires dia and resistivity as per IS-3975.
9. Quantity	10 Km.
10.Amount put to tender as per SR 2023-24.	Rs.2.43 crores
11. Schedule of requirements	The delivery schedule will be intimated in the purchase order and the successful Bidder shall adhere to the delivery schedule of the Purchase

	Order for supplying the material in entire BESCOM jurisdiction.
12. General Terms and Conditions	Enclosed herewith
13. Technical Specifications & Drawing	Enclosed herewith
14. Price Bid	The Bidder shall furnish Unit computed FORD price on the KPP portal in the option of " item wise bid commercial offer " and also furnish the break up of prices in "Edit Break up of price quoted" option. The break up of prices should contain Ex-works price, tax structure as applicable like Ex-works, CGST, SGST/IGST, F&I on KPP portal.

1.0 **Scope:**

The Scope of the contract will include the following:

- a) Complete Design, Manufacture, Testing and supply of 11kV, 3 Core, 400 sqmm XLPE HTUG cable with pressure extruded inner sheeth, ROUND WIRE ARMOURED as per IS-7098 (PART-2) armouring wires dia and resistivity as per IS-3975, as per tender Technical Specifications and drawings.
- b) Conducting of Reliability tests, performance and guarantee tests at manufacturer premises.
- c) Packing, preservation, transportation from the manufacturer's works to the consignee stores.
- d) Delivery including loading & unloading of materials at Consignee Stores.

2.0 **Issue of Tender documents.**

Bidders can download the tender documents from Karnataka Public Procurement Portal (<https://kppp.karnataka.gov.in>) **from 22.07.2024.**

Submission of tender documents.

All the Tender Documents shall be uploaded through Karnataka Public Procurement Portal on or before **21.08.2024, 15:00 Hrs.**

Opening of Technical bid:

The Technical bids will be opened on **22.08.2024, 16:15 Hrs** in the Karnataka Public Procurement Portal. Price bids of Techno-Commercially responsive firms will be opened after completion of Techno-Commercial evaluation.

3.0 The interested Bidders may obtain further information from the office of the **General Manager (Ele.), Procurement, 4th floor, 2nd Block, Corporate Office, BESCOM, K.R. Circle, Bengaluru - 560 001.** Issues on which clarifications are sought by the Prospective Bidders shall be submitted in writing to the **General Manager,(Ele.,) Procurement, 4th Floor, 2nd Block, Corporate Office, BESCOM, K.R. Circle, Bengaluru - 560 001** on or before **29.07.2024 11:00 Hrs.** **Letters seeking clarifications received subsequent to THE ABOVE date and time will not be entertained.** Interested Bidders may also submit online queries through the KPP portal **ON OR BEFORE 29.07.2024 @ 11:00 Hrs.**

The Pre bid meeting is convened on 29.07.2024 @ 11.30 AM at O/o General Manager (Ele.), Procurement, 4th Floor, Corporate office, BESCOM, K. R Circle, Bengaluru-560 001. Aspirant Bidders may attend the meeting for any clarification.

4.0 **General Conditions:**

- a. Notwithstanding the above, if it is found that the performance vis-s-vis the Purchase Orders placed on the Bidder by ESCOMs is either behind schedule or not satisfactory, BESCOM will be at liberty to disqualify the Bidder and reject its bid at any stage of processing the bid.
- b. Even though the Bidders meet the required qualifying criteria, as per their statements they are subject to be disqualified if they have,
 - Made misleading or false representations in statements and attachments uploaded as proof of the qualification requirement and/or.
 - Record of poor performance such as poor quality of product, not properly completing the contract, inordinate delays in supply completion, or financial failures etc.,
 - Participated in the previous Tender for the same materials and had quoted unreasonably high tender prices and could not furnish rational justification/ have not completed the order after obtaining the order.
- c. In the event of the information furnished by the Bidder found to be false at any stage of tendering, BESCOM at its discretion may take action

against such Bidders and may forfeit the bid security and disqualify the offer of such Bidder and blacklist the firm.

- d. In the event of the information furnished by the Bidder is found to be false during the execution stage, then BESCO is at its liberty to cancel the Purchase Order other than forfeiting the Security Deposit against the Purchase Order and may blacklist the firm and recover the losses and levy liquidated damages.
- e. The Bidders shall offer full quantity of the tendered material. Tenders with offered quantities less than the tendered quantity will be liable for rejection.
- f. The offers shall be in General conformity with the specifications. Any Technical/Commercial Deviations from the specifications shall be clearly brought out in the techno commercial of the offer.
- g. Quantities noted above are provisional. As per the provisions of KPP Act, the tender accepting authority is ordinarily permitted to vary the finally ordered quantity, only to the extent of twenty-five percent either way of the requirement.
- h. BESCO reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCO consequently.
- i. Conditional offers are liable for rejection.
- j. BESCO will not be responsible for not getting internet connection while downloading the Electronic Bid sheets/documents or while uploading their offers.
- k. The tender not submitted through the KPP portal and also non-submission of EMD is liable to be rejected.
- l. Any bid submitted in response to the tender shall confirm absolutely to the tender specifications and other conditions. Any deviation whatsoever wherever mentioned will make the bid liable for rejection.
- m. BESCO reserves the right to disqualify the bid if the deviation mentioned by the Bidder is not acceptable to BESCO.
- n. **BESCO** reserves the right to call for the originals of documents uploaded as a proof of pre-qualifying requirements, of the successful L1 Bidder, for the purpose of verification before awarding the contract.

- o. The Bidder shall have to be an entity registered in India in accordance with law.
- p. The Bidder shall follow Indian laws regulations and standards.
- q. All disputes shall be settled as per applicable Indian laws and shall be instituted in Bengaluru only.
- r. In the event of the order, randomly selected samples from any one of the lot supplied to the store by the supplier may be type tested as per the relevant IEC/IS at M/s CPRI/ERDA at firm's cost at the discretion of BESCOM.

5.0 QUALIFYING REQUIREMENTS

Sl. No	Qualifying Requirements	Documentary evidence to be furnished by the Bidder
Technical Criteria:		
1	The Tenderer shall be individual Proprietorship firm or partnership firm or Company Registered under Companies Act 1956/2013.	Scanned copy of Registration certificate /SSI Certificate / Udyam certificate (MSME)/license issued by the Commerce & Industries department or any other Government statutory Authority shall be uploaded. For Proprietorship firm, PAN and GST registration certificate shall be uploaded.
2	The Tenderer shall be Manufacturer of 3x400 Sqmm XLPE HTUG cable and shall have a minimum experience of 3 years in manufacturing, testing and supply of 3x400 Sqmm XLPE HTUG cable or higher capacity as on the date of bid submission.	Scanned copy of Purchase order/Order Completion certificates/performance certificates demonstrating experience of minimum 3 years as Manufacturer of 3x400 Sqmm XLPE HTUG cable or higher capacity shall be uploaded.
3	The Tenderer should have manufactured and supplied at least 80% (40% in respect of Micro & Small Enterprises) of the tendered quantity of 3x400 Sqmm XLPE HTUG cable or higher capacity in any one of the preceding 3 years i.e., 2021-22, 2022-23 & 2023-24 to ESCOMs/Distribution companies or any Government Electrical Utilities/PSUs.	Scanned copies of Order completion certificates issued by an officer not below the rank of Executive Engineer or equivalent officer of the concerned ESCOMs/ Distribution Companies or any Government Electrical Utilities/ PSUs shall be uploaded. Micro & Small Enterprises shall upload valid MSME (UDYAM) registration certificate obtained from the competent authority certifying that tenderer is a Micro and Small Enterprises.

Sl. No	Qualifying Requirements	Documentary evidence to be furnished by the Bidder
4	The Tenderer shall upload performance certificate for satisfactory operation of atleast 80% (40% in respect of Micro & Small Enterprises) of required quantity of 3x400 Sqmm XLPE HTUG cable or higher capacity for a period of at least one year in any one of the preceding 3 years i.e., 2021-22, 2022-23 & 2023-24 from ESCOMs/Distribution companies or any Government Electrical Utilities/ PSUs.	The performance certificate issued by an officer not below the rank of Executive Engineer or equivalent officer of the concerned ESCOMs/ Distribution Companies or any Government Electrical Utilities/ PSUs shall be uploaded. Micro & Small Enterprises shall upload valid MSME (UDYAM) registration certificate obtained from the competent authority certifying that tenderer is a Micro and Small Enterprises.
5	The Tenderer should have valid Bureau of Indian Standard Certification.	Valid BIS valid certificates issued by the Govt. of India shall be uploaded.
6	The Tenderer shall upload the type test certificates for having conducted all the type tests mentioned in the relevant IS/technical specification on 3x400 Sqmm XLPE HTUG cable at CPRI/ERDA/NABL accredited Government labs/ NABL accredited Government testing centres & such type test reports shall not be older than five years as on the last date of bid submission. The type test reports from other than CPRI/ERDA/ NABL accredited Government labs/ NABL accredited Government testing centres shall not be considered and such bids will be treated as Non-Responsive.	Valid type test certificates from CPRI/ERDA/NABL accredited Government labs/ NABL accredited Government testing centres shall be uploaded.
7	The Tenderer shall upload GTPs, failing which the bid document is liable for rejection.	GTP shall be uploaded.
Financial Criteria:		
8	The Average Annual Financial Turnover of the Tenderer should not be less than the Amount Put to Tender (However it will be 50% in respect of Micro & Small Enterprises) during the preceding 3 financial years (2020-21, 2021-22 and 2022-23)	Certified copies of audited financial statements such as P&L statement, Balance sheets for the required FYs shall be uploaded.
9	The Liquid Assets as on 30.06.2024 or at a later date before submission of the bid consisting of Cash at Bank (plus) Term Deposits (plus) availability of fund based credit facilities in any	The cash at bank, term deposits and availability of fund based credit facilities shall be supported by a certificate issued by Nationalized/ scheduled Bank shall be uploaded.

Sl. No	Qualifying Requirements	Documentary evidence to be furnished by the Bidder
	Nationalized/scheduled Bank shall not be less than 25% of the amount put to tender (However it will be 12.5% in respect of Micro & Small Enterprises).	If the Tenderer has banking with more than one Bank, then the available liquid assets mentioned above on a particular date i.e., as on 30.06.2024 or at a later date before submission of tender shall be the same date for all the banks. In case of Fund based credit facility, the certificate issued by the Nationalized/ Scheduled Bank duly mentioning sanctioned limits, funds utilized so far and balance available as on 30.06.2024 or at a later date, before submission of the bid shall be uploaded.

General Criteria:

10	Any Tenderer/ Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Tenderer is registered with the Competent Authority. A certificate for having read the clauses specified in Annexure-II of the tender documents under the heading "Eligibility clauses in respect of restrictions on procurement from a Tenderer/Bidder of a country which shares a land border with India" shall be uploaded by the Tenderer/Bidder in the following format: i) I have read the clause regarding restrictions on procurement from a Tenderer/Bidder of a country which shares a land border with India; I certify that this Tenderer/Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Tenderer/Bidder, fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached/uploaded.) ii) "I have read the clause regarding restrictions on procurement from a Tenderer/vendor having Transfer of	Registration certificate issued by the competent authority shall be uploaded. Scanned copy of the self-declaration on notarized stamp paper of Rs.500/- in the format as mentioned in Annexure-1 shall be uploaded.
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Sl. No	Qualifying Requirements	Documentary evidence to be furnished by the Bidder
	Technology (ToT) arrangement. I certify that this Tenderer/vendor does not have any ToT arrangement requiring registration with the competent authority". OR "I have read the clause regarding restrictions on procurement from a Tenderer/Bidder/vendor having Transfer of Technology (ToT) arrangement. I certify that this Tenderer/Bidder/ vendor has valid registration to participate in this procurement".	
11	The Tenderer should not have been DEFAULTED in supplies against Purchase Orders placed by any ESCOMs/Distribution companies or any Government Electrical Utilities/PSUs.	Scanned copy of the self-declaration on notarized stamp paper of Rs.500/- by the Tenderer adhering to this clause shall be uploaded.
12	The Tenderer should not be under order of debarment/Blacklisting from participating in a Tender by any ESCOMs/Distribution companies or any Government Electrical Utilities/ PSUs, as on the last date of submission of bids.	Scanned copy of the self-declaration on notarized stamp paper of Rs.500/- by the Tenderer adhering to this clause shall be uploaded.
13	Litigation History: The Tenderer should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years, A consistent history of awards involving litigation against the Tenderer or any partner may result in rejection of Bid.	Scanned copy of the self-declaration on notarized stamp paper of Rs.500/- shall be uploaded.

No Deviation whatsoever, in the following conditions of the bidding documents is permitted.

- i. Validity of offer.
- ii. Stipulated Delivery Schedule.
- iii. EMD.
- iv. Payment terms.
- v. Price Basis.
- vi. Guarantee.
- vii. Change in offered quantity vis-à-vis the tendered quantity.
- viii. Security Deposit.
- ix. Penalty for delay.

Bidders are advised that while making bid proposals and quoting prices these conditions may appropriately be taken into consideration. Bids with deviations on the above are liable to be disqualified.

6.0 Two Tender Document System

Tender should be in two parts namely Part-I: Techno commercial Bid containing full technical particulars and commercial terms and conditions. Part-II: Price Bid containing prices.

a. **Part-I: TECHNICAL BID: The technical documents shall be uploaded in KPP portal.**

The necessary documentary evidence in respect of qualifying requirements shall be uploaded by the Bidder in the form of electronic/scanned copies in the KPP portal.

b. **Part II: PRICE PROPOSALS:**

The Bidder shall furnish **Unit computed FORD price inclusive of all applicable taxes and duties** in the Karnataka Public Procurement portal in the option of "**item wise bid commercial offer**" and also furnish the break up of prices in "**Edit Break up of price quoted**" option. The break up of prices should contain Ex-works price, tax structure as applicable like CGST, SGST/IGST, F&I and etc., in KPP portal.

7.0 COST OF BIDDING

The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other presentations etc, and BESCO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

8.0 CONTENTS OF BIDDING DOCUMENT

The Bidding Document is a compilation of the following Sections:

	Section-I	IFB-Invitation For Bids	
	Section-II	ITB-Instructions To Bidders	
	Section-III	GCC-General Terms and Conditions of Contract	
	Section-IV	SCC- Special Conditions of Contract	
Section II	Section- V	Schedule of Requirements	- 10 -
	Section- VI	Technical Specifications	
	Section- VII	Techno-Commercial sheets	

9.0 UNDERSTANDING OF BID DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the bid document or submission of a bid not substantially responsive to the bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

10.0 CLARIFICATIONS ON BID DOCUMENTS

If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to owner. The owner, then, will issue interpretation(s) and clarification(s) as he may think fit in writing. After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bidding Document may notify owner in writing. Owner will respond in writing /upload in the website/issue corrigendum in the website/issue instructions in the website to any request for such clarification of the Bidding Document which it receives not later than date prescribed by owner.

Verbal clarification and information given by owner or his employee(s) or his representative(s) shall not in any way be binding on owner.

11.0 AMENDMENT TO BIDDING DOCUMENT

- a. At any time prior to the deadline for submission of bids, owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment(s).

- b. The amendment will be notified in KPP portal. BESCOB will bear no responsibility or liability arising out of non-acknowledgment of the same by all the prospective Bidders before submitting the Bid.
- c. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, BESCOB may, at its discretion, extend the deadline for the submission of bids as deemed fit.
- d. Such amendments, clarifications, etc, shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

C. PREPARATION OF BIDS

12.0 LANGUAGE OF BID

The bid prepared by the Bidder, as well as all correspondences and documents relating to the bid, exchanged by the Bidder and owner shall be written in the English language. Supporting documents and any printed literature furnished by the Bidder may be in another language, provided they are accompanied by an English translation of the relevant passages in the English language in which case, for purposes of interpretation of the bid, the English translation shall govern.

13.0 DOCUMENTS COMPRISING THE BID

- a. The Bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents as detailed above, indicating for the goods to be supplied and services to be rendered, a brief description of goods and services, quantity and prices and upload in the KPP portal.
- b. The Bidder shall also upload documentary evidence in the KPP portal to establish that the Bidder meets the Qualification Requirements as detailed above and accompanying Special Conditions of Contract if any.
- c. SSI Certificate shall be uploaded with the Techno Commercial Bid if applicable.
- d. The EMD shall be paid in accordance with the EMD clause of this section.

14.0 EARNEST MONEY DEPOSIT (BID GUARANTEE):

14.1 The Bidders shall pay **EMD of Rs. 2,43,500.00** through any of the e-payment modes mentioned, in the KPP Portal. For payment of EMD through KPP Portal, please refer clause 15.0.

14.2 EMD amount indicated above is exempted for Micro and Small Enterprises registered with NSIC under a single point vendor registration scheme. A relevant document shall be uploaded. If the validity of the NSIC certificate uploaded is expired, then such expired certificate will not be considered for EMD exemption and further tender process.

14.3 Earnest money deposited by unsuccessful Bidders will be returned after the tender has been finalized.

14.4 EMD of successful Bidder will be refunded after fulfilment of security deposit clause.

14.5 The deposit towards EMD as above shall not carry any interest.

14.6 **Permanent EMD will not be considered.**

14.7 EMD so deposited will be liable for forfeiture:

- a. If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form;
- b. In case of a successful Bidder, if the Bidder fails to sign the Contract;
- c. In case of a successful Bidder, if the Bidder fails to furnish the Security Deposit/Performance Guarantee.
- d. If the Bidder does not accept the arithmetical correction of its Bid Price.
- e. If MSME registered Bidder's desires to withdraw their bids within the bid validity period, then such Bidders shall be blacklisted for a period of 3 years.

15.0 E-payment modes for Tender Processing Fee & Earnest Money Deposit.

The Bidders should pay the Earnest Money Deposit (EMD) & Tender Fee in the KPP portal using any of the following payment modes:

- a) **Credit Card**
- b) **Direct Debit**
- c) **National Electronic Fund Transfer (NEFT)**
- d) **Over the Counter (OTC)**

NOTE: - EMD payment at KPP portal is through bank gateway as indicated in the KPP portal.

For further clarification, contact KPP portal.

KPP Portal Help Desk: Phone No: +91-8046010000, +91-8068948777

E-mail: support@eprochelpdesk.com.

16.0 **PERIOD OF VALIDITY OF BIDS**

- a. Bids shall remain valid for **180 Days** from the date of bid opening. A bid valid for a shorter period will be rejected as non-responsive.
- b. In exceptional circumstances, owner may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (including email). A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

17.0 **FORMATS OF COMMERCIAL OFFER:**

The Commercial offers must not contradict the technical offer in any way.

18.0 **PRICES:**

- a. The Prices are **FIRM** throughout the period of contract. ***No price variation will be allowed.***
- b. Any variation in the rates etc., will not be allowed on any ground, such as a mistake while quoting in the KPP portal, misunderstanding etc., after the bid has been submitted. If the firm becomes lowest tenderer by virtue of such rates quoted, and does not agree to supply at the quoted rates, the E.M.D. of such firm will be forfeited and BESCOM reserves the right to blacklist the firm.

19.0 **COST AND CURRENCY:**

- a. The Bidders shall quote their offer as prescribed in the **price bid** in Indian Rupees only including the following:
- i. Cost of the equipment/material.
 - ii. Transportation and forwarding charges to the designated store in BESCOM jurisdiction.
 - iii. Insurance to cover material to cover up to installation/supply of equipment/material at the BESCOM site and handing it over to the BESCOM.
 - iv. All taxes, Duties and levies as applicable and split up details shall be uploaded.
 - v. Bidders have to make their own arrangements for obtaining road permits wherever needed.
 - vi. Entry Tax and octroi must be mentioned separately if applicable.

20.0 **TAXES AND DUTIES:**

The Bidders have to quote GST, F&I Charges and any other applicable Taxes prevailing as on date of bid opening and the same shall be clearly spelt out in the offer. **If no mention is made then prices quoted will be evaluated as all inclusive of taxes, duties and F&I charges.**

In the event of an order,

- i. GST will be paid as indicated by the Bidder in the Price Bid.
- ii. If there is any concession/reduction in the GST by the changes in the policies by the Central/State Government, the same shall be availed and passed on to BESCOM.
- iii. If there is any enhancement in the statutory taxes like GST, due to change in policies by the Central/State Government then such enhanced taxes will be payable by BESCOM.
- iv. No claim for any increase towards statutory variation regarding enhancement of existing tax, GST or duty or introduction of a new tax or duty shall be entertained during the extended period of contract if the extension is required by causes attributable to the supplier. But, if there is any reduction during the extended period of contract, same shall be passed on to BESCOM.

D. SUBMISSION OF BIDS

21.0 **FORMAT OF BID**

- a. The **bids** shall be uploaded through **KPP portal only** on or before the last date and time for submission of the bid. Bids not submitted through **KPP Portal and non-payment of EMD** will be **treated as disqualified**.
- b. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- c. All the documents in support of qualifying requirements shall be scanned and uploaded in the KPP portal. **Failure to furnish the documentary evidences/supports electronically would result in outright rejection of their offers.**

22.0 **DEADLINE FOR SUBMISSION OF BIDS**

- a. Bids must be **uploaded in the KPP portal on or before due date for bid submission**.
- b. Owner may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

23.0 **MODIFICATION AND WITHDRAWAL OF BIDS**

The Bidder may modify or withdraw its bid after the bid's submission prior to the deadline prescribed for submission of bids.

24.0 **LATE BIDS**

KPP portal automatically locks the tender after the last date and time of receipt of tenders as mentioned in the KPP portal.

E. BID OPENING AND EVALUATION

25.0 **OPENING OF BIDS**

Owner will open the technical bids submitted through KPP portal on the date notified.

26.0 CLARIFICATION OF BIDS

During evaluation of tender, owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

27.0 TECHNICAL EVALUATION OF BIDS:

The bids submitted in KPP Portal will be evaluated on the basis of techno-commercial information furnished by the Bidder. The bids which are submitted fulfilling the qualifying requirements of the tender will be treated as technically responsive and such firm's price bids will be opened after scrutiny of documents and verification of requisite EMD furnished by the Bidder.

28.0 PRELIMINARY EXAMINATION

- a. BESCO will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been uploaded, whether the documents are generally in order.
- b. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lower of the two will prevail. If the Bidder does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.
- c. BESCO may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

29.0 OPENING OF PRICE BID:

The price bids of all the technically responsive Bidders will be opened, as on the date and time intimated in KPP portal.

30.0 EVALUATION/COMPARISON OF PRICE BIDS

- a. After opening the price bids, price evaluation will be done based on the rate quoted by the Bidders in the KPP portal. Such price shall include all the costs including duties, levies, taxes and transportation and loading and unloading if any.
- b. In the event that two or more Tenderers quote the same L1 price for the tendered material/equipment then following procedure shall be followed for declaration of Successful L1 Tenderer.
 - All the Bidders who have quoted the same L1 price for the tendered material shall be invited for price negotiation on Karnataka Public Procurement portal and after obtaining the negotiated rates, the Bidder who has offered the lowest negotiated price after price negotiation shall be declared as a Successful L1 Tenderer.
 - Even after price negotiation, the negotiated price of two or more L1 Tenderers remain the same, the Tenderer having the highest Average Annual Turnover as per the turnover clause specified in Qualification Criteria shall be declared as the Successful L1 Tenderer.
 - Decision of BESCO will be final in this regard.
- c. The purchase order will be placed on the successful Bidder, whose total quoted cost evaluated as least quoted among the technical responsive bidders in accordance with provisions of KPP act & its amendments.

31.0 CONTACTING THE OWNER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, owner and/or his employees/representatives on matters related to the bids under consideration.

32.0 NEGOTIATIONS:

It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest, as BESCO will not enter into any price negotiations, except with the lowest quoting Bidder, whose offer is found to be fully technically compliant.

F. ISSUE OF PURCHASE ORDER

33.0 AWARD CRITERIA

General Manager (Ele.), procurement will place the Purchase Order on the successful Bidder whose bid has been determined to be substantially techno commercially responsive and has been determined as the lowest evaluated bid, in accordance with provisions of KTPP act and its amendments at the approved rate, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. BESCO shall be the sole judge in this regard.

34.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

Owner reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids at any time prior to issue of purchase order, without thereby incurring any liability to the affected Bidder or Bidders.

35.0 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

BESCO shall be under no obligation to accept the lowest or any other offer received in response to this tender and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCO will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

36.0 NOTIFICATION OF AWARD

Prior to the expiration of the period of bid validity and extended validity period, if any, the Bidder will get information on KPP portal that its bid has been accepted.

37.0 EFFECT AND JURISDICTION OR CONTRACT

The laws applicable to the contract shall be the law in force in India. The Courts of Bengaluru in Karnataka State shall have exclusive jurisdiction in all matters arising under the contract.

38.0 TERMINATION FOR DEFAULT

BESCOM may without prejudice to any other remedy for breach of Contract by 14 days written notice of default sent to the Supplier, terminate the Contract in whole or in part.

- a) If the Supplier fails to deliver any or all of the goods/ items within the time period(s) specified in the Contract or any extension thereof granted by BESCOM.
- b) If the Supplier fails to perform any other obligation(s) under the Contract.

39.0 LOCATION OF SUPPLY:

This Tender is being floated by the Corporate Office of BESCOM. The 3x400 sqmm cable being procured through this Tender shall be supplied by the Successful Bidder at the consignee stores furnished along with the Purchase Order/Dispatch Instruction. BESCOM reserves the right to make changes in the locations list given to the contractor.

40.0 For any technical support regarding KPP portal please Contact KPPP help desk. Supports Timings: (9.00 am to 9.00 pm)

Help Desk: 91-8046010000 +91-8068948777 Or E-mail: support@eprochelpdesk.com

Sd/-

General Manager (Ele.,)

**General Manager
Procurement, BESCOM**

ANNEXURE-I

SELF DECLARATION CERTIFICATE (To be furnished on Notarised ₹ 500/- Stamp Paper)

To,
The General Manager (Ele.),
Procurement Section, 4th Floor,
Corporate Office, BESCOM
K.R.Circle, Bengaluru - 560001

Sir,

Sub: Tender Enquiry No. _____ for supply of 3x400 Sqmm HTUG cable.

We* hereby undertake to declare that **(Applicable in case of Bidders from Countries not sharing Border with India)**

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;

I*/We* certify that(Bidder) is not from such a country which shares a land border with India. I hereby certify that our bid fulfils all requirements in this regard and is eligible to be considered.

OR

I*/We* hereby undertake to declare that **(Applicable in case of Bidders from Countries sharing Border with India)**

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;

I*/We* certify that(Bidder) is from such a country which shares a land border with India and has been registered with the Competent Authority. I hereby certify that our bid fulfils all requirements in this regard and is eligible to be considered and also evidence of valid registration issued by the Competent Authority is uploaded.

This undertaking is in consideration of BESCO agreeing to open my/our Bid and consider and evaluate the same for the purpose of issue of purchase order in terms of provisions of clause entitled "Issue of Purchase Order" Section ITB, conditions of contract in the bid documents.

Date:

(Bidder Signature along with seal and Address)

ANNEXURE-II

Note 1:

As per the Government Order No. : FD 455 Exp-12 2020 dated.25.08.2020, FD 455 Exp-12 2020 dated. 10.03.2021 & : FD 455 Exp-12 2020 dated.29.03.2021-clarification - to the clause Nos. 11 (III) (11) & (12) above are as follows:

"Bidder (including the term tenderer", Consultant or service provider in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" for the purpose of this Order means:-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or

l. The beneficial owner for the purpose of above clause will be as under:
(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an un-incorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

IN CASES WHERE SUB CONTRACTING IS PROVIDED:

A certificate is required to be submitted/ uploaded by the Tenderer in respect on sub-contracting separately in the following format:

"I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

As per circular FD 455 Exp-12 2020 dated. 10.03.2021 : A Bidder is permitted to procure the raw materials, components, sub-assemblies etc from the vendor from countries which shares land border with India. Such vendor will not be required to be registered with the Competent authority, as this is not regarded as sub-contracting.

However incase a Bidder has proposed to supply finished goods procured directly / indirectly from the vendors from the countries sharing land border with India, such venders will be required to be registered with Competent authority.

As per circular FD 455 Exp-12 2020 dated.29.03.2021 Procurement of Spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems from Original Equipment Manufacturers (OEM's) or their Authorized agents, shall be exempted from the requirement

Note 2:

Introduction of New Clause as per the order dated: 17.08.2020 Central Electricity Authority, Ministry of Power, Government of India - clarification for clause No. 11 (III) (13).

‘Local Content’ means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procures (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

‘Class-I local supplier’ means a supplier or service provider whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.

‘Class-II local supplier’ means a supplier or service provider whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.

‘Non-Local supplier’ means a supplier or service provider whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this order.

‘L1’ means the lowest tender or lowest bid or the lowest quotation received in a tender bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

‘Margin of purchase preference’ means the maximum extent to which the price quoted by a “Class-I local supplier” may be above the L1 for the purpose of purchase preference.

‘Nodal Ministry’ means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

‘Procuring entity’ means a Ministry or department or attached or subordinate office of, or autonomous body controlled by the Government of India and includes Government companies as defined in the Companies Act.

‘Works’ means all works as per Rule 130 of GFR-2017 and will also include ‘turnkey works’.

“Self-declarations/ auditor’s accountant’s certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MoP Order 28.07.2020. In case of false documents/ misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee”.

